

1  
TOWN OF DUNSTABLE  
REQUEST FOR PROPOSALS (GL c. 30B)  
COMMUNITY SOLAR PARKPROJECT

---

## 1. SOLICITATION AND PROPOSAL PROCESS

With the objective of generating lease revenue and property taxes for the Town of Dunstable ("Issuer") and net metering benefits for Town residents and businesses, Issuer publishes this Request for Proposals ("RFP") to solicit proposals ("Proposals"), under M.G.L. c. 30B, § 16, from solar energy developers ("Respondents") interested in installing and operating a solar photovoltaic energy system "System" or "Project") at the Town-owned property located at 91 River Street shown on Assessor's Map 1 Lot 7, Lot ID 170 and shown on a survey labeled "Plan of Land", Parcel B 30.13 acres on file in the Dunstable Planning Office. Proposals from Respondents, as required in accordance with all terms and specifications contained herein, will be received by Brian M. Palaia, Town Administrator, 511 Main street, Dunstable, MA 01827 (Phone: 978-649-4514 ext 224 until Wednesday, July 24, 2019 by 2:30 p.m.

1. A Pre-Submission Conference/Site Walk will occur on July 10, 2019 at 11 a.m. at 91 River Street, Dunstable, MA.
2. Proposals must be addressed to Brian M. Palaia, Town Administrator, 511 Main Street, Dunstable, MA 01827, prior to July 24, 2019 at 2:30 p.m. Proposals received after the Proposal due date and time will not be accepted.
3. Within the sealed envelope containing the Proposal, the Respondent shall enclose (i) a cover letter with the signature, name, and title of the person authorized to submit the Proposal on behalf of the Respondent; and (ii) three (3) hard copies and one (1) single-file electronic version (in Adobe Acrobat (.pdf) format and on a CD- ROM) of the Proposal. The sealed envelope shall be marked with the Respondent's company name, and plainly marked in the lower left hand corner: "Proposal to Community Solar Park RFP - Hold for Public Opening."

It is the Respondent's responsibility to see that its Proposal is delivered within the time and at the place prescribed. No Proposals shall be opened by the Issuer until the time set for public opening of Proposals (the "Public Opening"). Modification of Proposals shall be governed by Section 3 of this RFP. All Proposals should be written in ink or typed. If there is any correction with whiteout or pen, the person signing the Proposal must initial the correction.

A Respondent filing a Proposal thereby certifies that (1) no officer, agent, or employee of the Town of Dunstable has a pecuniary interest in the Proposal; (2) the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other prospective Respondent for the same RFP, and (3) the prospective Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

The Issuer may cancel the RFP, or may reject in whole or in part any and all Proposals when the Issuer determines that cancellation or rejection serves its best interests.

All questions pertaining to this RFP should be submitted in writing by letter or via email to Brian M. Palaia, Dunstable Town Administrator, 511 Main Street, Dunstable, MA 01827 ([manager@town.Dunstable.ma.us](mailto:manager@town.Dunstable.ma.us)) no later than 2:30 p.m. on July 16, 2019. The Town of Dunstable will only accept questions in writing, via mail, fax and/or via email. Respondents are hereby instructed not to contact the Town of Dunstable via any other means. If Issuer decides to respond to any questions, it will do so by issuing a written addendum to this RFP. Any changes to this RFP shall also occur by written addendum.

One (1) copy of this RFP will be furnished to Respondents on request. The RFP can also be found on the Town's website. Any addendum issued will also be posted on the website.

It is the Respondent's responsibility to check prior to the Public Opening for any addenda issued as a result of questions or changes needed in this RFP.

## 2. SUBMITTAL AND SELECTION SCHEDULE

Published in Central Register:	Wednesday, June 5, 2019
Public Posting:	Wednesday, June 5, 2019
RFP Available:	Wednesday, June 5, 2019 at 12:00 P.M. Request for a hard copy or an electronic copy via email: <a href="mailto:manager@town.Dunstable.ma.us">manager@town.Dunstable.ma.us</a> The Request for Proposals is also available online at <a href="http://town.Dunstable.ma.us">town.Dunstable.ma.us</a>
Published in Newspaper:	Friday, June 7, 2019
Pre-submission Conference/Site Walk:	July 10, 2019 at 11:00 a.m. 91 River Street 511 Main Street, Dunstable, MA 01827
Final Inquiry Date:	Tuesday, July 16, 2019 at 2:30 p.m.
Responses to All Inquiries Posted By:	Wednesday, July 17, 2019 by 4:30 p.m.
Proposals Due:	Wednesday, July 24, 2019 by 2:30 p.m. Dunstable Town Hall Office of the Town Administrator 511 Main Street Dunstable, MA 01827
Public Opening of Proposals:	Wednesday, July 24, 2019 at 2:45 p.m.
Location:	Dunstable Town Hall
Anticipated Completion of Evaluation:	Mid-August 2019

### 3. GENERAL TERMS AND CONDITIONS

3.1 Receipt and Opening of Proposals. Sealed Proposals will be accepted by Brian M. Palaia, Town Administrator, 511 Main Street, Dunstable, MA 01827, until the time indicated in the schedule in Section 2 above and will then be publicly opened in the presence of at least two witnesses. Issuer will prepare a register of Proposals available for public inspection.

3.2 Form of Response. Proposals must be submitted on and in accordance with the forms attached to this RFP as Appendix A. No change shall be made in the phraseology of the form or in the item or items mentioned herein. The Proposal must contain the name and proper address of the Respondent, be signed by an authorized member of the Respondent with his/her signature and official title, and include a certification of site visitation using the form in Appendix A1. Except as otherwise provided in this RFP, Proposals that are incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected.

#### 3.3 Submission of Proposals.

- (a) Envelopes containing Proposals must be sealed and addressed as specified in Section I above. (b) Envelopes must be received no later than the date and time set forth in Section 2, above, for Public Opening, and Proposals received thereafter will not be considered.
- (c) Any Respondent may withdraw or modify its Proposal by sealed written request at any time prior to the established time of the Public Opening. Telephonic responses, amendments or withdrawals will not be accepted.
- (d) After the Public Opening, a Respondent may not withdraw or modify its Proposal. Negligence on the part of the Respondent in preparing the Proposal confers no rights for the modification of the Proposal after it has been opened.
- (e) No responsibility will attach to any Town employee or representative for the premature opening of a Proposal not properly addressed and identified.
- (f) Any Respondent questioning any of the provisions, procedures, conditions or specifications herein stated must make submit such questions to Brian M. Palaia, Town Administrator, 511 Main Street, Dunstable, MA 01827, in writing or via email, no later than the Final Inquiry Date in Section 2.
- (g) Any responses to questions of Respondents will be mailed or emailed to all prospective Respondents by the date set forth in Section 2 for final responses to inquiries.
- (h) The Issuer may in its discretion waive any and all informalities in the Proposals, or allow the Respondent to correct them.

3.4 Evaluation of Proposals. The Issuer will evaluate and rank the qualified Respondents, and will identify the three most qualified Respondents in order of qualifications. It is the responsibility of each Respondent to provide information and other evidence that clearly demonstrates the Respondent's ability to satisfactorily fulfill all contractual obligations and develop a safe, reliable System on the Premises. The evaluation process shall include review of the following:

- (1) references of other energy savings contracts performed by the qualified providers;
- (2) quality of the products proposed;
- (3) general reputation and performance capabilities of the qualified providers;
- (4) substantial conformity with the terms and conditions set forth in the RFP',

- (5) time specified in Proposals for the performance of the contract; and
- (6) any other factors the agency, body, or authority considers reasonable and appropriate, which factors shall be made a matter of record.

Respondents must be responsive and responsible to be eligible for an award of a lease. A responsible Respondent is one that demonstrably possesses the skill, ability, financial resources, and integrity necessary to faithfully perform the work contemplated by this RFP. A Respondent is responsive to this RFP if it satisfies the Minimum Evaluation Criteria set forth in Section 9 of this RFP.

Each responsible and responsive Proposal will be evaluated and ranked solely according to the criteria set forth in this RFP. Each such Proposal will be assigned a rating of highly advantageous, advantageous, not advantageous, or unacceptable with respect to each criterion and a composite rating will then be generated for each such response.

The Issuer shall select the most qualified Respondent offering the best value in the form of the most total annual payment for (i) the lease of the property and (ii) real and personal property taxes arising out of the property and System. The Issuer will enter into negotiations for a lease agreement (and any related agreements) (collectively, "the contract") with such most qualified Respondent. If the Issuer and the most qualified Respondent are unable, within sixty (60) days following the Issuer's notice of commencement of negotiations with a Respondent (or such longer period of time as the Issuer may deem appropriate or such shorter period of time if impasse, as determined by the Issuer, is reached), to negotiate a satisfactory contract with that Respondent at a price the Issuer determines to be fair, competitive, and reasonable, the Issuer shall cease negotiations with such Respondent and commence negotiations with the next top-ranked Respondent and so on until a contract is signed or the RFP is canceled in the discretion of the Issuer.

All substantive inquiries from prospective Respondents concerning this RFP must be submitted in writing and may, if a response is issued in the form of an addendum, be shared with other prospective Respondents. All Proposals will be in writing in the form of addenda to this RFP, and will be simultaneously distributed to all recipients of the RFP.

3.5 Proposals. Each Proposal must contain the following documents:

- (a) Documentation evidencing that the Respondent is responsible, demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work required by the contract, based upon a determination of competent workmanship and financial soundness.
- (b) Respondent information form attached to this RFP as Appendix A1.
- (c) Certification of financial interest disclosure and of non-collusion signed and submitted on the form attached to this RFP as Appendix A2.
- (d) Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 94C, § 49A, signed and submitted on the form attached to this RFP as Appendix A3.
- (e) Letter of transmittal, signed by an individual authorized to bind the Respondent contractually, certifying that the Respondent will, if selected to negotiate the contract with the Issuer, be prepared to promptly and actively participate in such negotiations.

(f) Certification that the Respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.

(g) A detailed list of all solar photovoltaic facilities and/or community solar parks installed by, for, or jointly with Respondent over the past ten years. Include the type and size of project, whether rooftop or open site, and the name and contact information of the owners of the property upon which the facility was installed, and identify the specific roles performed by Respondent for such projects, e.g., project owner, contractor, O&M provider, etc.

(h) Resumes of each individual who will be assigned to the Project by Respondent.

(i) A detailed list of all entities Respondent proposes to use to undertake the Project, including the design engineer, construction contractor, and O&M provider.

(j) All documents and information requested elsewhere in this RFP, including Section 9 (Minimum Evaluation Criteria).

3.6 Contract Requirements. The Proposal must demonstrate the Respondent's willingness and ability to comply with the following expected contract requirements:

(a) **Surety Bonds.** Upon execution of a contract, Respondent must file with the Issuer payment and performance bond relating to the installation of the project in an amount equal to 100 per cent of the estimated construction contract value from a surety company licensed to do business in the commonwealth and whose name appears on United States Treasury Department Circular 570.

Respondent shall also, before commencement of construction of the project, provide a removal bond (or other acceptable form of financial assurance) ensuring removal of the project and restoration of the premises upon expiration or earlier termination of the contract in an amount to be negotiated by the parties.

(b) **Removal Bond:** The successful respondent must furnish a bond to cover the removal of the solar facilities should it never become complete and operational or should it fail during its life span, or should a successor lease agreement not be reached.

(c) **Prevailing Wages.** To the extent applicable, compliance with Massachusetts "prevailing wage" laws.

(d) **Indemnification.** The contract will, in addition to other remedies available to the Town of Dunstable, require that the contractor hold harmless, defend, and indemnify the Town of Dunstable and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor's work or services or any subcontractor's work or services under the contract.

(e) **Compliance with Laws.** The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

(f) **Governing Law; Venue.** All contracts entered into by the Issuer shall be governed by the Laws of the State of Massachusetts. Any disputes shall be resolved within the venue of the State of Massachusetts.

(g) Guarantee. The contract shall include a written guarantee of the contractor that the amount of energy savings guaranteed shall be achieved or the contractor shall reimburse the Issuer for the shortfall amount.

(h) "As-Is Condition." The Contract shall state that Respondent takes the Premises in their as-is condition, with no representations or warranties of any kind by Issuer.

3.7 Examination of Premises. RFP: Notice of Discrepancies. Submission of a Proposal shall be conclusive evidence that the Respondent has examined and is familiar with the Premises, and all terms and conditions of this procurement.

Upon finding any omissions or discrepancy in this RFP, the Respondent shall notify the Issuer immediately so that any necessary addenda may be issued. Failure of the Respondent to completely investigate the Premises and/or to be thoroughly familiar with the conditions of this procurement (including plans, specifications and all addenda) shall in no way relieve the Respondent from any obligation with respect to its Proposal.

#### 4. PURPOSE

The Issuer desires to explore leasing the Premises for community solar park facilities. The Issuer seeks Proposals from entities in the business of financing, installing, owning, operating and maintaining solar power electric generation facilities to finance, install, own, operate and maintain the System on the Premises. As owner of the Premises, the Issuer seeks to enter into a lease contract with the selected Respondent that will grant the contractor rights to lease, and undertake the Project at, the Premises for the purposes and subject to the terms and conditions set forth herein for a period of twenty (20) years (the "Term").

The selected Respondent will own the System and will be responsible for the design, engineering, permitting, installation, testing, operation, maintenance, repair, insuring, security, decommissioning and removal of the System, including, without limitation, procurement of the community solar photovoltaic equipment and related services and interconnection of the System to the utility's electric distribution system.

It is the Issuer's expectation that the Project and leased Premises will result in lease revenue and property taxes to the Issuer over the life of the contract.

#### 5. BACKGROUND

5.1 Issuer. The Town of Dunstable is a Massachusetts municipal corporation and the owner of the Premises, listed below. The Issuer desires to lease the Premises for the development of the System. It is intended that the successful respondent and resulting lease and related contract(s) will furnish the Issuer with lease payments and real and personal property taxes (or payments in lieu thereof). It is understood that certain State and/or Federal incentives and/or caps on solar generation would need to be amended for this Project to proceed.

- Town-owned property located at 91 River Street shown on Assessor's Map 1 Lot 7, Lot ID 170 and shown on a survey labeled "Plan of Land", Parcel B 30.13 acres on file in the Dunstable Planning Office. A portion of the parcel shown on the Assessor's Map along the Nashua River was conveyed out to the State in 2018 leaving the 30.13 acres in Town ownership. The land conveyed out is shown on the Plan referenced in the Request for Proposals on file in the Planning Office.

## 6. PROJECT SITE AND EXISTING SITE CONDITIONS

6.1 Property Maps. The Premises are shown in Appendix B attached to this RFP.

6.2 Site Conditions. Before submitting a Proposal, each Respondent will be responsible for satisfying itself as to the condition of the Premises, whether by obtaining such additional studies and data concerning conditions (surface, subsurface and underground facilities) at the Premises or otherwise. A satellite image of the site is included in Appendix B.

## 7. SCOPE OF WORK TO BE ADDRESSED

7.1 Key Project Elements. The selected Respondent and the Issuer will enter into a contract pursuant to which the contractor will: (a) obtain from the Issuer the right to install, operate and maintain the System on the Premises, and (b) sell electric power generated by the System to Town residents, Town businesses, and others. The contractor will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., building permits), and for paying any and all governmental charges, fees and taxes arising out of the Project and the sale of electric energy. The selected respondent shall enter into a lease contract substantially similar to a contract that will be issued by the Town to the successful respondent. Note that the maximum contract term to be established under this contract is 20 years.

As part of this process, it is anticipated that the successful Respondent shall attend periodic meetings to discuss the Project, provide progress updates, and make presentations to boards and committees as required. Some meetings may be conducted outside of business hours. All travel and related expenses for this Project are to be borne by Respondent. The successful Respondent will be required to meet all local planning and zoning requirements and will be responsible for all permits, taxes, and related costs.

At the end of the Term, the contractor will retain ownership of the System and be required to remove the System, unless the Issuer decides, subject to Town Meeting authorization, to negotiate a new contract or lease amendment with the selected Respondent or exercise any right of purchase that is included in the lease contract, and shall restore the Premises to their original condition, reasonable wear and tear excluded. The contract will include a requirement for the posting of a removal bond or other acceptable form of financial assurance to ensure that the System is removed, as noted earlier.

It is expected that the selected Respondent will pursue tax credits and incentives, rebates, and other benefits that are available and/or may become available in the future.

## 8. MINIMUM EVALUATION CRITERIA

At a minimum, Respondents shall meet the following requirements:

- (a) Timely submit the Proposal.
- (b) Complete and fully execute the forms required by this RFP to be submitted with the Proposal.
- (c) Submit any and all forms and documents required by this RFP to be included with the Proposal.

8.1 Evaluation. Responsive Proposals will be evaluated by the Issuer, using comparative criteria set forth as follows:

**8.1.1 Approach and Schedule.** The Proposal shall include an explanation of how the Respondent will approach the various tasks, including scheduling, methods and sources. The schedule must also identify the anticipated dates for the following: application to the local electric utility for interconnection; commencement of construction; and commercial operations.

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No explanation                                   |
| b. Not Advantageous:    | Incomplete explanation.                          |
| c. Advantageous:        | Complete explanation                             |
| d. Highly Advantageous: | Most extensive, clear and compelling explanation |

**8.1.2 Respondent Qualifications and Experience.** Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the required work. All elements within this factor are of equal importance.

Capacity and capability of the Respondent to perform the work on schedule and be responsive to the Issuer's concerns should be clear. The Issuer may evaluate the Respondent's ability to form successful working relationships and effective communications with the Issuer.

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No demonstration                                   |
| b. Not Advantageous:    | Incomplete demonstration                           |
| c. Advantageous:        | Complete demonstration                             |
| d. Highly Advantageous• | Most extensive, clear and compelling demonstration |

**Qualifications and Availability** Specialized experience is required of the proposed Project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel (not just of the Respondent). The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific responsibility of staff to be assigned to the Project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the Project.

If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; Proposals of the entire team will be evaluated.)

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No demonstration                                   |
| b. Not Advantageous:    | Incomplete demonstration                           |
| c. Advantageous:        | Complete demonstration                             |
| d. Highly Advantageous: | Most extensive, clear and compelling demonstration |

**8.1.4 Performance Record of Respondent.** A list of references of at least three (3) recent contracting officers on on-site energy generation projects); references must include telephone number and affiliation, as well as a brief explanation of referenced work to permit comparisons with the nature, magnitude and complexity of the Project. The Respondent shall indicate the individuals on staff who had responsibility for each project and whether or not these people are still employed by the Respondent.

- |                         |   |
|-------------------------|---|
| a. Unacceptable:        | No references                                   |
| b. Not Advantageous:    | Incomplete references                           |
| c. Advantageous:        | Complete references                             |
| d. Highly Advantageous: | Most extensive, clear and compelling references |



8.1.5 Project Understanding. The Respondent must demonstrate a comprehension of the Project and the benefits to be derived there from for the Issuer. In addition to the understanding of the Project scope and approach, the Respondent must demonstrate the following, which will be considered in the selection:

- knowledge of current issues and state-of-the-art technologies.
- experience demonstrated on similar projects.
- demonstrated expertise and ability for rapid turnaround and flexibility on projects . capability to effectively direct multiple simultaneous work assignments
- ability to integrate and utilize interdisciplinary study teams effectively on assignments requiring a variety of skills and expertise from in-house resources. ' ability to provide the necessary skills and expertise from in-house resources.

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No demonstration                                   |
| b. Not Advantageous:    | Incomplete demonstration                           |
| c. Advantageous:        | Complete demonstration                             |
| d. Highly Advantageous: | Most extensive, clear and compelling demonstration |

8.1.6 Relevant Specific Knowledge/Experience: Local knowledge and experience. The Respondent must demonstrate knowledge of the locality as evidenced by prior work experience in the town and region.

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No demonstration                                   |
| b. Not Advantageous:    | Incomplete demonstration                           |
| c. Advantageous:        | Complete demonstration                             |
| d. Highly Advantageous: | Most extensive, clear and compelling demonstration |

8.1.7 Relevant Specific Knowledge/Experience: Public grant funding/incentives experience. The Issuer believes that securing public grant funding/incentives for the Project will be important to development of the Project on terms most beneficial to the Issuer. The Respondent must clearly demonstrate both experience and success in securing federal and state grant funding and support for renewable energy activities.

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No demonstration                                   |
| b. Not Advantageous:    | Incomplete demonstration                           |
| c. Advantageous:        | Complete demonstration                             |
| d. Highly Advantageous: | Most extensive, clear and compelling demonstration |

8.1.8 Relevant Specific Knowledge/Experience: Energy and environmental policy experience. The Issuer believes that expert knowledge of relevant energy and environmental laws and regulations, and experience with implementation of programs related to such laws and regulations will facilitate the appropriate and efficient planning, structuring, financing and implementation of the Project. The Respondent should demonstrate such knowledge and experience.

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | No demonstration                                   |
| b. Not Advantageous:    | Incomplete demonstration                           |
| c. Advantageous:        | Complete demonstration                             |
| d. Highly Advantageous: | Most extensive, clear and compelling demonstration |

#### 8.1.9 Thoroughness of Proposal

- |                         |  |
|-------------------------|--|
| a. Unacceptable:        | Incomplete Proposal  |
| b. Not Advantageous:    | Undetailed Proposal  |
| c. Advantageous:        | Complete, detailed Proposal                                      |
| d. Highly Advantageous: | Most extensive, clear and compelling statement of qualifications |

**Rule of Award:** The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the solicitation, will be selected.



The Respondent identified below hereby offers to lease the Premises identified in the Town of Dunstable's Request for Proposals for the development of a community shared solar photovoltaic facility for the amounts set forth below for the lease of the Premises and for payment of real and personal property taxes (or payments in lieu thereof) attributable to the Premises and the solar photovoltaic facility.

The proposed annual lease payment is/shall be inserted in figures on a PER ACRE basis as indicated below, and the annual payment for real and personal property taxes for the Premises and solar photovoltaic facility is/shall be inserted in figures on a PER MEGAWAT (or MW) (direct current, or DC) basis, as also indicated below.

1. Lease of the Premises: per ACRE per \$ \_\_\_\_\_ year
2. Taxes for the Facility and Premises: per \$ \_\_\_\_\_ MW (DC) per year

Below is Respondent's estimated size of the solar photovoltaic facility to be installed on the Premises (subject to adjustment based on permitting, etc.) and estimated acreage required for such installation. Using the lease and tax payments set forth above, Respondent shall, in the lines set forth below, extend-out such amounts based on the estimated size of the facility and estimated acreage required for development of the facility. The lease payment inserted below shall be the total annual lease payment based on the estimated size of the facility and estimated acreage necessary for development (not on a per acre basis). The total annual tax payment to be inserted below shall be for all real and personal property taxes for the Premises and the entire Project each year (not on a per MW basis).

1. Estimated Nameplate Size of Facility: \_\_\_\_\_ MW (DC)
2. Estimated Acreage to be Leased: acres \_\_\_\_\_
3. Total Annual Lease Payment: per year \$ \_\_\_\_\_
4. Total Annual Tax Payment: per year \$ \_\_\_\_\_

Respondent understands and agrees that the Town may opt to transfer payments between the lease and tax payments for the Project and Premises proposed above by Respondent to the extent permitted by law.

The undersigned Respondent certifies under the penalties of perjury that its Proposal (including this Price Proposal) has been made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals), and that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. The rule of award will be based on the lease per acre, tax payments, and other factors that will be considered by the awarding authority to be in the best interest of the Town.

\_\_\_\_\_  
Printed Name of Respondent

\_\_\_\_\_  
Signature of the Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Signatory

\_\_\_\_\_  
Date

## 10. APPENDICES

The following appendices are attached to this RFP:

☐ Appendix A — Proposal Forms

- Appendix A1 — Respondent Information Form
- Appendix A2 — Certificate of Non-Collusion
- Appendix A3 — Attestation Regarding Filing of Taxes

Appendix B — Assessor's Maps and Figure & Satellite Imagery

<p style="text-align: center;"><u>APPENDIX A1</u> RESPONDENT INFORMATION FORM</p>
---

TO: Town of Dunstable  
Brian M. Palaia, Town Administrator  
Dunstable, MA 01827

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she has visited the Premises and that there are no known obstacles to prevent the prompt negotiation and execution of an agreement with the Town of Dunstable. The undersigned acknowledges that the Town of Dunstable may reject all qualifications, or waive portions of the RFP for all qualifications, if it deems it in the best interests of the public.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Respondent information:

Name of Respondent:

Address:

Name of Primary Contact:

Title of Primary Contact:

Primary Contact Phone Number:

Primary Contact Fax Number:

Primary Contact Email Address:

<p style="text-align: center;"><u>APPENDIX A2</u> CERTIFICATE OF NON-COLLUSION</p>
--

The undersigned certifies, under penalties of perjury, that this statement of qualifications has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of person signing qualifications)

\_\_\_\_\_  
(Name of business)



<p style="text-align: center;"><u>APPENDIX A3</u> ATTESTATION REGARDING FILING OF TAX RETURNS</p>
---

TO Town of Dunstable  
Brian M. Palaia, Town Administrator  
Dunstable, MA 01827

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that the undersigned Respondent, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Corporation



<p style="text-align: right;"><u>APPENDIX B</u></p> <p>DESCRIPTION OF PREMISES</p>
--

General Location: 91 River Street

Assessor's Map and Google Earth Map



**Town of Dunstable  
Massachusetts**



Locus Map	1	5	10	15	20
	2	6	11	16	21
	3	7	12	17	22
	4	8	13	18	23
		9	14	19	24

Parcel Boundary  
Common Ownership Parcel Boundary  
Parcel Matching Map Number  
Easement  
Right of Way  
Town Boundary  
Building  
Water Feature (approximate)



1 inch = 400 feet on 24" x 36" sheet

For many, the first concern regarding the use of portable air cleaners is their responsibility for the accuracy of the measurements. In fact, as we shall discuss in this article, the design of many of the portable air cleaners were flawed. In fact, many of the portable air cleaners have been found to be so flawed that they have not been recommended for use in any laboratory.

seeds in the form of this list. *Abstract 10*

Journal of Management Education 36(3)



**Northern Middlesex  
Council of Governments**

**THE UNIVERSITY OF CHICAGO**

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 201–210



<p><b>Property Information</b></p> <p>Property ID 170 Location 91 RIVER ST Owner DUNSTABLE TOWN OF</p>	<div data-bbox="751 1539 872 1661"></div> <p><b>MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT</b></p> <p>Town of Dunstable, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.</p> <p>Geometry updated January 1, 2017 Data updated January 1, 2017</p>	
--	---	--